



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	02-01-11	AGENDA REQUEST NO:	V-B
INITIATED BY:	DAVID C. WORLEY, P.E., ASSISTANT PUBLIC WORKS DIRECTOR	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	DAVID C. WORLEY, P.E. <i>DLW</i> ASSISTANT PUBLIC WORKS DIRECTOR	DEPARTMENT HEAD:	MIKE W. GOODRUM, DIRECTOR OF PUBLIC WORKS <i>MWG</i>
		ADDITIONAL DEPARTMENT HEAD (S):	CHRISTOPHER STEUBING, P.E., CFM, CITY ENGINEER <i>CLS</i>
SUBJECT / PROCEEDING:	INTERSECTION MODIFICATION CONSTRUCTION CONTRACT AUTHORIZE CONTRACT		
EXHIBITS:	BID TAB MAP OF LOCATIONS CONTRACT		
CLEARANCES		APPROVAL	
LEGAL:	N/A	ASST. CITY MANAGER:	KAREN DALY <i>KD</i>
PURCHASING:	TODD REED, PURCHASING MANAGER <i>TR</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN, <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		192,026.33	
AMOUNT BUDGETED/REALLOCATION: \$		295,970 TR1002	
ADDITIONAL APPROPRIATION: \$		N/A	
RECOMMENDED ACTION			
Authorize the execution of a construction contract between the City and Infrastructure Services Inc. for intersection improvements to US59 at University, US59 at SH99 and Williams Trace at Lexington in a maximum amount of \$192,026.33.			

EXECUTIVE SUMMARY

The Traffic Engineering and Operations Division conducted traffic engineering studies and design plans for the following locations: US59 at SH 99, US 59 at SH 99, and Williams Trace at Lexington. The purpose of these studies was to analyze traffic safety and operations at each location. The minor construction improvements made through this contract will reduce vehicle delay, congestion, and improve safety.

- US59 at SH99 – Improving the turning radius to allow semi-trailer trucks to easily transition through the u-turn.
- US59 at University – Adding a dual-right on the frontage road onto University. This will also include a designated traffic signal for this movement.
- Williams Trace at Lexington – Extending left-turn lane to improve vehicle capacity and efficiency in traffic signal timing.
- Williams Trace at Sugar Wood/Englewood – There have been 12 accidents within three years and six of them within the last 10 months. To reduce vehicular conflicts, a median will be constructed to only allow left-turn movements onto Sugar Wood and Englewood from Williams Trace.

On Wednesday, December 30, 2010, four bids were opened for the Intersection Improvements Project, which includes all the improvements listed above. The apparent low bidder was Infrastructure Services Inc. with a total bid of \$192,026.33, a 150-calendar day completion time, and an anticipated notice to proceed in February. Funding is available in CIP TR1002.

The Public Works and Engineering Departments recommend that the City Council authorize the execution of a construction services contract with Infrastructure Services Incorporated for the Intersection Improvements in maximum amount of \$192,026.33.

EXHIBITS

BID TAB	
Metro Construction	\$198,661.88
Mutula & Matula Construction	\$222,869.56
Infrastructure Services Inc.	\$192,026.33
Jerdon Enterprises LP	\$229,083.69

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Rev. 11-2-09)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: Street Improvement Project CIP TR1002

Contractor: Infrastructure Services Inc.

Name of Engineering Firm, if any: N/A

Name of Owner's Project Manager: Mike Wilkinson

Base Bid: \$192,026.33

Alternate Bid Item Nos.: N/A

Total Alternate Bid Items Amount: \$ _____

Contract Price (Base Bid + Alternates): \$192,026.33, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 90 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Working Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$200 per Working Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$50 per Working Day

(The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.)

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the

penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

VIII. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Technical Specifications, including any special shoring requirements
4. Engineer's Plans and Drawings
5. Geotechnical Report, if any
6. Contractor's Bid for the Project
7. Performance Bond
8. Payment Bond
9. Labor Classification and Minimum Wage Rates
10. State of Texas Workers' Compensation Insurance Coverage Addendum
11. Minimum Insurance Policy Limits for Large Construction Projects
12. Contractor's Insurance
13. Notice to Proceed
14. Contractor's Affidavit of Bills Paid
15. Notice to Bidders
16. Instructions to Bidders
17. Change Orders
18. Addenda
19. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

(Signature Page Follows)

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____

Name: _____

Title: _____

Date: _____

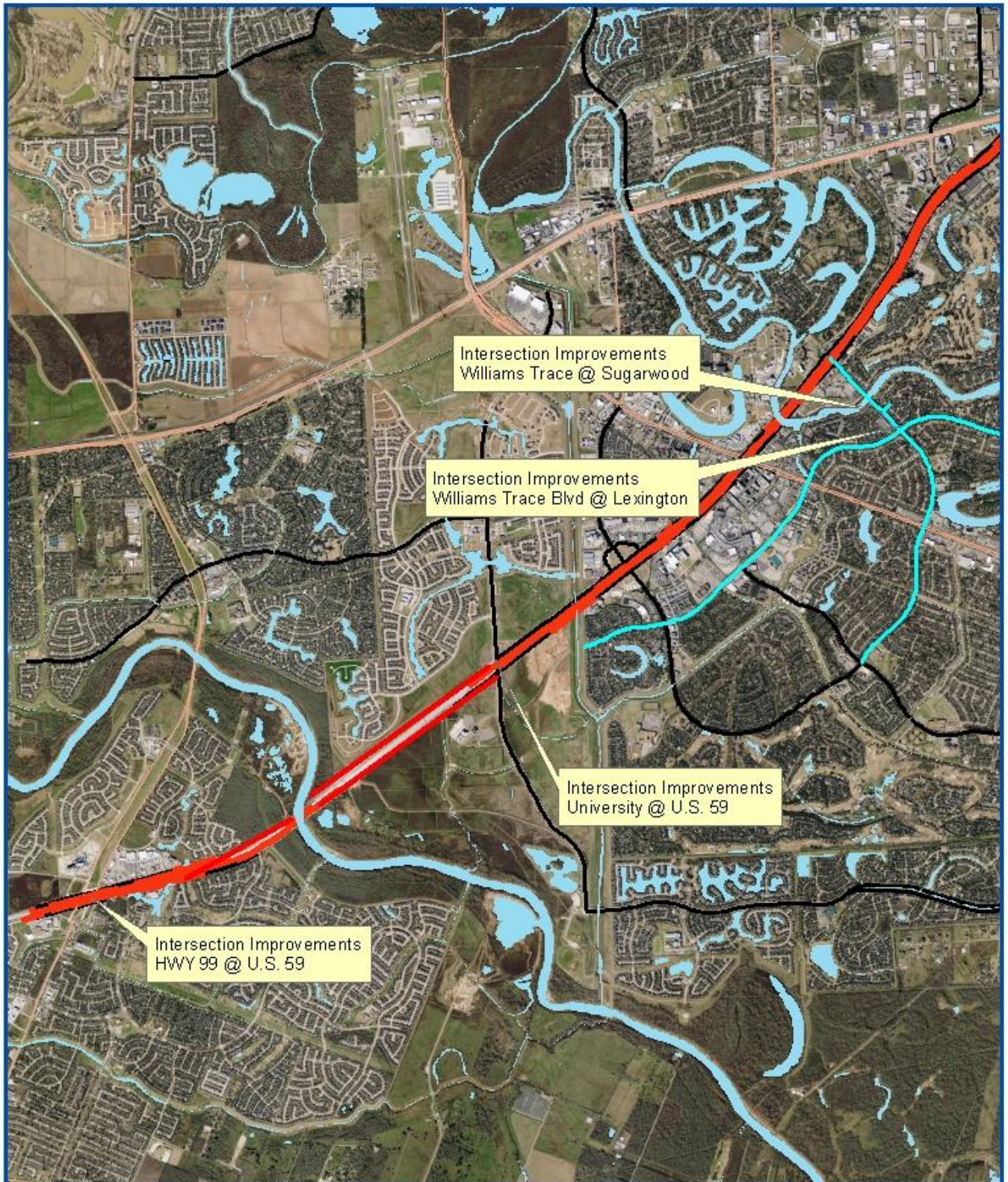
CONTRACTOR:

By:  _____

Name: Timothy H. Westbrook

Title: President

Date: 1/20/11



**Intersection Improvement
Project CIP TR1002**

